

AGREEMENT
between
THE CITY OF ALBUQUERQUE
and
THE ALBUQUERQUE OFFICERS' ASSOCIATION
LOCAL 1888

September 24, 2008

AGREEMENT

0. RECITALS

0.1 Preamble

0.1.1 The general purpose of this Agreement is to provide for orderly and constructive employee relations in the public interest and in the interest of the employees herein covered and the City of Albuquerque, as Employer; to maintain harmony, cooperation and understanding between the Employer and the Employees in the bargaining unit; and to afford protection of the rights and privileges of all Employees in the bargaining unit and the Employer.

0.1.2 The Employer, the Union and its members agree to work cooperatively to comply with this Agreement and to administer this Agreement in accordance with its terms and provisions to the end of maintaining sound labor relations. The Union staff representatives and Local labor representatives may meet with the Employee Relations Department, upon reasonable notice, to prevent, clarify or resolve problems with contract interpretation.

0.2 Authority

0.2.1 This Agreement is hereby made and entered into by and between the City of Albuquerque (hereinafter referred to as Employer) and the American Federation of State, County and Municipal Employees, AFL-CIO, Local 1888, as representatives of the employees of the Albuquerque Officers Association employed by the City of Albuquerque (hereinafter referred to as Local 1888 or Union).

0.3 Agreement Control

0.3.1 This Agreement has been negotiated in accordance and compliance with the Employer's Labor-Management Relations Ordinance and the laws of the State of New Mexico. If there is any conflict between the Agreement and the Labor-Management Relations Ordinance, the Ordinance shall control. If there is any conflict between this Agreement and the Employer's Merit system Ordinance, department standard operating procedures, policies or Personnel Rules and Regulations, this Agreement shall control.

0.4 Recognition

0.4.1 The Employer recognizes AFSCME Council 18, Local 1888 A.O.A., AFL-CIO, as the exclusive bargaining agent for all non-probationary employees of the City of Albuquerque in the following public safety

1 classifications as defined in the declaration signed by the Chief
2 Administrative Officer and the Chief Public Safety Officer:
3

4 0.4.1.1 Department of Municipal Development Security Officers

5 0.4.1.2 Animal Services Officers

6 0.4.1.3 APD Transport Officers

7 0.4.1.4 Transit Security Officers
8

9 **1. GENERAL LABOR/ MANAGEMENT PROVISIONS**
10

11 **1.1 Fair Share/ Agency Fee**
12

13 1.1.1 Payment of an agency fee by non-Union Employees has been
14 authorized by Resolution of the Albuquerque City Council, and Resolution
15 requires that any agency fee provision negotiated pursuant to the
16 Resolution comply with all state and federal legal requirements.
17

18 1.1.2 The A.O.A. will retain an independent auditor to audit its receipts
19 and expenditures for the previous twelve (12) months and once every
20 twelve (12) months thereafter.
21

22 1.1.3 The A.O.A. will publish the results of the audit, including an
23 adequate explanation of the agency fee to bargaining unit members.
24

25 1.1.4 Bargaining unit members shall have thirty (30) days to file a
26 challenge to the apportionment of the agency fee.
27

28 1.1.5 Any challenge shall be heard by an impartial decision maker.
29

30 1.1.6 The amount of the agency fee shall only include costs which arise
31 from the negotiation and administration of the Collective Bargaining
32 Agreement and the adjustment of grievances or prohibited practices
33 charges filed by the A.O.A.
34

35 1.1.7 Under no circumstances shall non-Union bargaining unit members
36 be required to contribute towards the A.O.A. social, political or charitable
37 activities, nor shall any bargaining unit member be subject to any
38 retaliation for refusal to contribute to such activities.
39

40 1.1.8 The A.O.A. has burden at all times to providing that its cost were
41 properly apportioned to the agency fee.
42

43 1.1.9 Any portion of the agency fee which specifically challenged shall be
44 held in escrow until resolution of the challenge.
45

1.1.10 To the extent permitted by law, the A.O.A. will indemnify and hold the City harmless including payment of all attorney fees and costs for counsel chosen by agreement of the parties for any claim or challenge to this section or imposition of an agency fee.

1.1.11 Once the appropriate amount of the agency fee for the previous twelve (12) months has been determined, the City agrees to deduct that amount from the pay of bargaining unit members for the subsequent twelve (12) months.

1.1.12 The City shall make such Fair Share payments deductions for Employees in Local 1888 bargaining unit who do not submit an authorization form for Union dues deduction, as otherwise provided in the Collective Bargaining Agreement.

1.1.13 The City shall make Employee payroll deductions for Fair Share payments upon notification to the non-dues-paying bargaining unit Employee of the amount and reason for such payment.

1.1.14 All money deducted from wages for Fair Share payment shall be remitted to A.O.A. after payday covering the pay period of deduction. If an Employee has insufficient earnings for the pay period, no Fair Share payroll deduction will be made for that Employee for that pay period.

1.2 Dues Check-Off

1.2.1 During the life of this Agreement and upon receipt of a voluntary authorization for dues deduction card, the City will deduct from the pay of each Employee who has executed an authorization card, membership dues levied by the Union in accordance with its constitution and by-laws. The Union will provide dues deduction and termination cards. Termination cards must be signed by the Union President. An Employee wishing to terminate their dues may do so during the first week of January and July.

1.2.2 The City agrees to forward to the Local 1888 Treasurer all dues withheld pursuant to valid authorization cards. Dues withheld will be forwarded to the designated Union Treasurer for each payroll period. The City will be notified in writing as to whom the designated Union Treasurer is by elected Union President.

1.2.3 The Union shall indemnify, defend and save the City harmless against any and all claims, demands suits or other forms of liability that shall arise out of or as a result of any conduct taken by the City for purpose of complying with this section.

1.2.4 Employees may authorize for payroll deduction amounts over the minimum dues levied by the Union by submitting a written voluntary request on an approved form.

1.2.5 Employees promoted to a position outside the bargaining unit will be withdrawn from Local 1888 membership Provided the employee notifies the City and the Union in writing.

1.2.6 On request of Local 1888, the employer agrees to furnish the Union a list of bargaining unit members on an annual basis. This list shall include the pay, grade, name, address, phone number, date of hire, classification and work location. The addresses and phone numbers shall be provided and used in accordance with the settlement agreement on this issue between the City and AFSCME.

1.3 Union Rights

1.3.1 Leave with pay will be granted to one Union Officer for the following reasons and under the conditions cited:

1.3.1.1 Attendance at a pre-determination hearing when requested by an employee 24 hours in advance of the hearing;

1.3.1.2 A grievance hearing when requested by an Employee 24 hours in advance of the hearing;

1.3.1.3 Meetings scheduled between the Union and the City at the City's request. In Security and Animal Services Officers, a maximum of two (2) Union Officers may attend these meetings.

1.3.1.4 Labor Board meetings where Union charges or other matters affecting the Union will be heard;

1.3.1.5 A Personnel Board meeting where matters affecting the Union or its members will be heard;

1.3.1.6 The Union President shall be granted up to eight (8) hours leave with pay per week to facilitate positive labor/management relations between Employees and the City; the Union President and the City will attempt to schedule this leave in a manner that limits the amount of overtime needed to staff the President's post assignment. If the President is assigned to a post that permits the scheduling of "flex-time" to accommodate the President's assignment to Union responsibilities, the President and the President's supervisor shall implement this arrangement.

1.3.1.7 Up to eight (8) hours per pay period of leave with pay shall be authorized by the Office of Employee Relations for the Union Vice-President or the Union's designee to assist with the resolution of labor/management issues. The Union shall notify the department director in advance when requesting leave. Whenever possible, this leave shall not result in additional overtime costs for the City.

1.3.2 Union Steward Appointments.

1.3.2.1 The Union shall appoint stewards and provide the employer with a list of such stewards designated by division, shifts or work units. Local 1888 hereby reserves the right to make any changes of Union stewards at any time so long as the affected department within the bargaining unit is informed within a reasonable period of time.

1.3.2.2 The Union will furnish the employer with a list of all Union non-City employee officials who would have reason to visit the work site. All visits will require that the department heads, division heads or shift supervisor involved have prior notification. Access to premises by non-City Employee Union personnel will have prior approval from the director or designee.

1.3.3 Elections and Appointments. The City will notify the Union of elections or appointments to the City's Labor Relations Board and the Personnel Board.

1.3.4 Bulletin Board

1.3.4.1 The Employer will provide and post a secured, four foot by four foot (4'X4') bulletin board in a location mutually agreed upon by the parties for the display of official Union literature, correspondence or notices. The Union will provide a lock for the board and a key for the lock to the director.

1.3.4.2 The bulletin board will not be used to criticize the Union, any of the Union's policies or any of the Union Officers or management. Literature pertaining to management will be given to the director or designee prior to posting.

1.4 Employer Rights

The parties incorporate by reference all rights reserved to the City as set forth in Sections 3-2-5 and 3-2-7 of the City's Labor-Management Relations Ordinance.

1 **1.5 Labor Management Meetings**

2
3 1.5.1 The Union and the Employer shall conduct Labor-Management
4 meetings at mutually agreed upon times and places.

5
6 1.5.2 Labor-Management Committee meetings shall consist of at least
7 two (2) Union representatives in each department. On or off duty time
8 shall be utilized and will be designated upon mutual agreement prior to a
9 meeting. The Committee shall normally meet on a monthly basis.

10
11 **1.6 Bargaining Unit Information, Accretion**

12
13 1.6.1 If the City creates a new job classification that the Union believes
14 should be incorporated into the Union's bargaining unit, the Union may
15 request the opportunity to meet with the City to discuss the Union's intent.
16 If the parties do not agree on the issue, the Union may appeal the issue to
17 the City's Labor Board in accordance with the City's Labor-Management
18 Relations Ordinance and the Labor Board's Rules and Regulations.

19
20 **1.7 Tracking Devices**

21
22 1.7.1 The City and the Union agree to meet at least twice a year to review
23 and evaluate the safety, security and effectiveness of all tracking devices
24 used in this bargaining unit.

25
26 1.7.2 Both parties agree to meet prior to implementing any new policy in
27 other departments on tracking devices.

28
29 **2. PAY PROVISIONS**

30
31 **2.1 Salary Schedule**

32
33 2.1.1 Security and Animal Control Officers:

34

Probation						
Step	1	2	3	4	5	6
Grade						
J12	8.47	12.18	12.79	14.75	15.34	15.95

38
39
40
41
42

1 2.1.2 Transport Officers

2

3 2.1.2.1 FY 2008

4

5 Step	Average Hourly
6 Rate	
7	
8 3	14.46
9 4	16.07

10

11 2.1.2.2 FY 2009

12

13 Step	Average Hourly	Move Step 3 to 4
14 Rate		
15		
16 4	16.39	Delete Step
17		plus 2% COLA

18 2.1.2.3 FY 2010

19

20 Step	Average Hourly	
21 Rate		
22		
23 4	16.72	Plus 2% COLA

24

25

26 2.1.3 DMD Security officers

27

28 2.1.3.1 FY 2008

29

30 Step	Average Hourly
31 Rate	
32	
33 2	11.94
34 3	14.46
35 4	15.04
36 5	15.64

37

38 2.1.3.2 FY 2009

39

40 Step	Average Hourly	
41 Rate		
42		
43 2	12.18	+10 yrs move Step 2 to 2.5
44 2.5	12.79	+10 yrs move Step 3 to 4
45 3	14.75	+20 yrs move Step 3 to 5
46 4	15.34	plus 2% COLA

5 15.95

2.1.3.3 FY 2010

Step	Average Hourly Rate
2	12.42
3	15.04
4	15.65
5	16.27

+ 12 years = step 2.5 to step 3
Steps to be renumbered
2, 3, 4, 5, 6

2.1.3 During the term of this Agreement, the Labor Management Committee shall meet to discuss the feasibility of implementing a "bilingual" pay differential for eligible Employees. At a minimum, the Committee shall study the following issues:

2.1.3.1 Eligibility requirements

2.1.3.2 Benefits to the City of a differential

2.1.3.3 Cost of the differential

2.1.4 There will be no step increases during the term of this Agreement.

2.1.5 Employees permanently assigned to the Swing Shift will receive fifteen cents (.15) per hour shift differential pay and twenty cents (.20) per hour shift differential pay for permanent assignment to Graveyard Shift.

2.1.5.1 Swing and Graveyard Shifts will be defined by each department.

2.2 Longevity Pay for Members

2.2.1 Employees will receive longevity pay as follows:

<u>Period of Service</u>	<u>Pay Period</u>
5 to 10 years of continuous service	\$28.07
10 to 15 years of continuous service	\$32.69
15 to 20 years of continuous service	\$37.31
Over 20 years of continuous service	\$41.92

2.2.2 Employees reaching new longevity thresholds during the contract will be paid the rates printed in the contract.

2.3 Overtime

1
2 2.3.1 The City shall prepare, maintain and post up-to-date voluntary lists
3 by seniority order within each department within the bargaining unit. It will
4 be the responsibility of each Employee to provide two (2) current phone
5 numbers for the purposes of being contacted for overtime work.
6 Employees may use pagers or cell phones for their point of contact. In the
7 Security Division, an Employee shall be provided five (5) minutes to
8 respond to the contact prior to the time the supervisor offers the overtime
9 to another employee.
10

11 2.3.2 Each Employee will be allowed to sign up for voluntary overtime
12 during the regular shift bid. The voluntary overtime lists shall remain in
13 effect until the next scheduled shift bid. Names shall not be added after
14 the bid unless the name(s) is approved in writing by the Union President.
15 Names will be 'penciled in' by the Employee until new lists are generated.
16

17 2.3.3 There shall be a voluntary list(s) for each shift in each department.
18

19 2.3.4 Employees may sign up for overtime on any and all overtime shift
20 list(s) within their respective department.
21

22 2.3.5 If no Employee on the overtime list is available, involuntary overtime
23 will be required. Involuntary overtime will be assigned in reverse order of
24 seniority from the master seniority list. Officers already on duty will be
25 required to remain on duty until a replacement is obtained. If no
26 replacement is obtained within three hours of the start of the shift, the
27 holdover Officer may be required to work the remainder of the shift.
28

29 2.3.6 When there is ordered overtime, the department will keep a list of
30 Employees contacted during the shift. This will insure to the Employee that
31 was ordered that the department attempted to obtain relief in accordance
32 with Paragraph E of this article. If the Union provides reasonable notice to
33 the Department, a Union request to receive a copy of the list will be
34 honored in a timely manner.
35

36 2.3.7 For the purpose of computing overtime, paid leave will be
37 considered time worked.
38

39 2.3.8 Voluntary overtime will be assigned on straight seniority order.
40 Although the City may determine that it is necessary to assign a second
41 shift to an Officer who is assigned overtime on the Officer's day off, the
42 City shall attempt to avoid this circumstance. An Officer's assignment to a
43 second shift on the Officer's day off shall not be subject to the grievance
44 procedure unless the assignment violates another provision of this
45 Agreement.
46

1 2.3.9 Employees will not work more than sixteen (16) hours straight time
2 except for declared emergency situations.
3

4 2.3.10 Employees called in for an overtime assignment shall receive a
5 minimum of two (2) hours pay at overtime rate. Overtime shall begin at the
6 time the Officer is contacted.
7

8 2.3.11 Employees may request a specific work assignment when working
9 overtime. Management will attempt to accommodate these requests.
10

11 2.3.11.1 City Security Officers and Animal Control Officers on the
12 voluntary overtime list will be allowed to "bump" an officer who is
13 assigned to a post that the Officer requests for overtime.
14

15 2.3.11.2 The parties recognize the Union's right to meet and confer
16 with the City's Chief Administrative Officer for Public Safety on
17 public safety issues concerning the Union and its members.
18

19 2.3.12 An Employee who accepts voluntary minimum staffing overtime
20 shall have the option of canceling such overtime six (6) hours prior to the
21 start of the overtime assignment except in an emergency situation.
22

23 2.3.13 Captains, lieutenants, sergeants and corporals/sergeants shall be
24 the only personnel authorized to order overtime. In case of an
25 emergency, captains, lieutenants and sergeants may delegate
26 responsibility for placing calls for overtime to Officers. However, the
27 captains, lieutenants and sergeants ordering the overtime shall be
28 responsible for assuring compliance with the required contractual overtime
29 procedure. Calls for overtime shall be placed from a secure area that is
30 not open to residents or the public.
31

32 2.3.14 This policy is hereby implemented to establish the conditions
33 under which JV Overtime assignments will be offered to Security Officers
34 employed by the City of Albuquerque's Municipal Development
35 Department.
36

37 2.3.14.1 The Department shall communicate to Officers the proper
38 procedure for requesting and accepting JV Overtime assignments.
39

40 2.3.14.2 Officers shall be authorized to apply for and accept JV
41 Overtime assignments for themselves only. An Officer may not
42 apply for or accept a JV Overtime assignment for another Officer.
43

44 2.3.14.3 An Officer who is unable to work a scheduled JV Overtime
45 assignment shall be responsible for finding a replacement Officer
46 and communicating this action to the JV Overtime supervisor. A

1 secondary list containing names and contact numbers of officers
2 wishing to have an opportunity to accept a JV assignment that had
3 been previously assigned will be created and given to all officers
4 covered by the agreement. The officer and his replacement officer
5 shall be held accountable in accordance with § 2.3.14.6, below, if
6 the overtime assignment is not fulfilled by either the officer or the
7 replacement officer.
8

9 2.3.14.4 An Officer who does not comply with this Policy, written or
10 verbal directives related to this Policy or the JV Overtime assigned
11 duties as directed by the Security supervisor will be subject to the
12 JV Overtime Suspension as set forth below.
13

14 2.3.14.5 While assigned to JV Overtime, an Officer shall comply
15 with reasonable requests and directives from Vendor
16 representatives. The assigned Officer shall at all times work
17 cooperatively with Vendor representatives. In the event a conflict
18 arises between the Officer and the Vendor representative, the
19 Officers on duty or the on-site Supervisor will be notified.
20

21 2.3.14.6 An Officer who fails to comply with this Policy, written or
22 verbal directives related to this Policy or the JV Overtime assigned
23 duties shall be subject to the following suspension/disqualification
24 guidelines:
25

26 2.3.14.6.1 First offense: letter of advisement.
27

28 2.3.14.6.2 Second offense within one (1) calendar year of
29 the date of a missed assignment or other infraction: thirty
30 (30) day suspension from JV Overtime eligibility.
31

32 2.3.14.6.3 Third Offense within one (1) calendar year of the
33 date of the first missed assignment or other infraction: six (6)
34 month suspension from JV Overtime eligibility.
35

36 2.3.14.6.4 The Department reserves the right to impose a
37 discipline other than the disciplines or progressive discipline
38 order set forth above if an Officer commits an infraction
39 egregious enough to warrant stronger disciplinary measures.
40

41 2.3.14.6.5 The Department further reserves the right to
42 impose disciplinary measures set forth in the City's Rules
43 and Regulations provided these measures are also imposed
44 in accordance with the City's Merit System Ordinance.
45

1 2.3.14.7 This Policy shall not be interpreted as a commitment from
2 the Department or Vendors who contract to fund JV Overtime with
3 the Department to continue offering JV Overtime to Department
4 employees.
5

6 2.3.14.8 Management reserves the right to review a violation of
7 this policy on a case by case basis and agrees to notify the Union
8 prior to implementing a suspension or removal of an Officer from JV
9 Overtime eligibility.
10

11 2.3.14.9 An Employee's removal from the JV Overtime assignment
12 calling procedure shall not be subject to this Agreement's grievance
13 procedures.
14

15 **2.4 Compensatory Time**

16

17 2.4.1 Compensatory time is hereby established as a pilot project in each
18 department as follows:
19

20 2.4.1.1 Employees who are required to work minimum staffing
21 overtime in excess of their normal forty (40) hour work week may
22 choose one and one-half time payment or one and one-half
23 compensatory time. The Employee must make this choice prior to
24 working the overtime assignment.
25

26 2.4.1.2 Employees will be allowed to accrue a maximum of one
27 hundred twenty (120) hours of compensatory time. Approved
28 compensatory time will be used on a first-in, first-out basis with a
29 maximum retention time of twelve (12) months. Compensatory time
30 not used within twelve (12) months of the time it was accumulated
31 will be cashed out at the Employee's regular hourly rate.
32

33 2.4.2 Employees with accrued compensatory time shall, upon termination,
34 be paid for the unused compensatory time at the Employee's regular
35 hourly rate.
36

37 **3. INSURANCE COVERAGE and BENEFITS**

38

39 **3.1 Premium Costs**

40

41 3.1.1 The City will provide voluntary group medical insurance plan(s) for
42 its employees. The Employee must pay 17% of the cost for himself/herself
43 and his/her family, if he/she elects to participate in one of the plans, and
44 the City will pay the remaining 83%.
45

1 3.1.2 The City will pay 83% of the employee's premium for the Dental
2 Plan. The Employee will pay the remaining 17%.
3

4 **3.2 Insurance Programs - This section intentionally left blank**
5

6 **3.3 Continuation of Health Insurance - This section intentionally left**
7 **blank**
8

9 **4. RETIREMENT PLAN**
10

11 **4.1 NM Public Employees Retirement Association**
12

13 4.1.1 The City will continue to provide P.E.R.A. Municipal General
14 member Coverage Plan 3 to the Animal Control and Security members of
15 the bargaining unit. The City will pay seventy-five percent (75%) of the
16 Employee's portion with the Employee paying the remaining twenty-five
17 percent (25%).
18

19 **5. VACATION LEAVE**
20

21 **5.1 Vacation Leave**
22

23 5.1.1 During the months of April and October each department will
24 provide for Employees the right to bid for vacation scheduling for the
25 following six (6) months. Vacation will be bid in seniority order by
26 department. A calendar for bidding, identifying vacation slots will be
27 provided for Employees to bid for their vacation. It is required that one (1)
28 Union representative on each shift be identified to assist management with
29 the bidding process. Employees will be allowed to bid in conjunction with
30 their days off and will not be required to bid in blocks of three.
31

32 5.1.2 Unscheduled vacation is defined as accrued vacation time which
33 was not scheduled during the bidding period. Such vacation time may be
34 requested on an individual basis for available days on a first-come, first-
35 served basis. These requests will be submitted to the employee's
36 immediate supervisor on a P-30 form and the request will identify the date
37 and time received. A calendar for bidding, identifying vacation slots will be
38 provided for Employees to bid for their vacation. It is required that one (1)
39 Union representative on each shift be identified to assist management with
40 the bidding process. Employees will be allowed to bid in conjunction with
41 their days off, and will not be required to bid in blocks of three (3).
42

43 5.1.3 All excess vacation accruals will be paid to the Employee as
44 monetary compensation at the end of the calendar year, on an hour for
45 hour basis.
46

5.1.4 Vacation P-30s will be returned to the Employees within forty-eight (48) hours except for months of October and March.

5.1.5 If an Employee is on suspension, injury leave, administrative leave, sick leave or other leave during their scheduled vacation, any other Employee may request such vacation time as unscheduled vacation on a first-come, first-serve basis.

5.1.6 Employees shall be compensated in cash at their regular rate of pay for any unused accumulation of vacation when they are permanently separated from the City.

5.1.7 An Employee may use accumulated vacation leave to attend physician appointments provided the Employee provides reasonable notice of the appointment to the Employee's supervisor.

5.2 Vacation Leave Accrual Rates

5.2.1 An Employee shall accrue vacation as follows:

Years of Continuous Service	Regular Work Week	Accrual Rate per Bi-Weekly Pay Period	Maximum Accrual per Year
0 through 4 years	40 hours	3.85 hours	100 hours
5 through 9 years	40 hours	4.62 hours	120 hours
10 through 14 years	40 hours	5.54 hours	144 hours
15 years and more	40 hours	6.16 hours	160 hours

6. SICK/ ILLNESS LEAVE

6.1 Sick Leave

6.1.1 Sick leave: Sick leave shall accrue at the rate of 3.70 hours, bi-weekly. The maximum accumulation is 2000 hours.

6.1.2 Employees who have been absent from work for sick leave on at least three (3) occasions and have missed more than fifty-six (56) hours of personal absence sick leave during the preceding twelve (12) (rolling calendar year) months shall not be granted further personal absence sick leave until their utilization falls below this level. Doctor's certification will only be required after exceeding the fifty-six (56) hour rule or when a pattern of flagrant violations exists. Personal absence sick leave does not include sick leave taken for:

6.1.2.1 Emergency Leave;

1 6.1.2.2 Hospitalization, out-patient surgical procedure, or serious
2 medical procedures;

3
4 6.1.2.3 Leave taken pursuant to the Family Medical Leave Act
5 ("FMLA");

6
7 6.1.2.4 Leave taken as a reasonable accommodation pursuant to
8 the American With Disabilities Act (ADA);

9
10 6.1.2.5 Serious illness as verified by a physician's statement;

11
12 6.1.2.6 Legal quarantine;

13
14 6.1.2.7 Childbirth.

15
16 Except for flagrant violation, no disciplinary action shall be taken against
17 Employees not in compliance with this subsection.
18

19 6.1.3 All Employee sick leave balances within the preceding nine (9)
20 months from the signing of this contract are to be counted. For every
21 month that no sick leave is taken during the first three (3) months of this
22 contract period, eight (8) hours will be exempted from the total used in the
23 previous nine (9) months.
24

25 6.1.4 Emergency leave: Emergency leave charged to sick leave for up to
26 three (3) days may be requested when the presence of the employee is
27 required by a physician as a result of a serious illness or injury to the
28 Employee's immediate family. The City will allow as many as five (5) days
29 emergency leave per incident.
30

31 **6.2 Sick Leave Conversion**

32
33 6.2.1 Conversion of sick leave may be accomplished in the following
34 manner:
35

36 6.2.1.1 Sick leave accumulation over 500 hours may be converted
37 at the rate of (a) three (3) hours of sick leave for one (1) hour's
38 vacation or (b) three (3) hours of sick leave for one (1) hour pay.
39

40 6.2.1.2 Sick leave accumulation over 850 hours may be converted
41 at the rate of (a) two (2) hours sick leave for one (1) hour vacation
42 or (b) two (2) hours of sick leave for one (1) hour pay.
43

44 6.2.1.3 Sick leave accumulation over 1200 hours may be
45 converted at the rate of (a) three (3) hours sick leave for two (2)

1 hours vacation or (b) three (3) hours sick leave for two (2) hours
2 pay.

3
4 6.2.1.4 The Employee must notify the Human Resources
5 Department if he/she wishes to convert at the 500, 850 or 1200
6 hours accumulation.

7
8 6.2.4 Sick Leave Conversion at Retirement
9

10 6.2.4.1 Early Retirement Conversion: An Employee with a
11 minimum of ten (10) years of service or who turns sixty (60) years
12 of age, may convert all unused sick leave to early retirement leave.
13 In all cases of early retirement, accumulated sick leave shall be
14 converted to early retirement leave at a ratio of one (1) hour of sick
15 leave for one (1) hour of early retirement leave. The Employee may
16 accrue sick leave up to 2000 hours, may convert accruals up to
17 2000 hours to early retirement.

18
19 6.2.4.2 Regular Retirement Conversion: An Employee may convert
20 one hundred percent (100%) of accumulated sick leave to be
21 applied to early retirement leave immediately prior to the effective
22 date of retirement.

23
24 6.2.5 Sick Leave Conversion at Termination
25

26 **6.3 Sick Leave Death Benefit**
27

28 6.3.1 The City shall pay the designated beneficiary of a deceased
29 Employee the total amount of sick leave accumulated as of the date of the
30 employee's death.

31
32 **6.4 Donation of Sick/ Vacation Leave**
33

34 6.4.1 An employee may submit a written request for vacation donation to
35 the employee's immediate supervisor or the Donation Committee. The
36 immediate supervisor or the committee shall decide whether or not to
37 approve the request by considering the Family and Medical Leave Act
38 (FMLA) criteria for serious illness as set forth in the City's Personnel Rules
39 and Regulations. The immediate supervisor or the committee shall have
40 the authority to decide whether or not to approve the request.

41
42 6.4.2 If the immediate supervisor rejects the employee's request, the
43 employee may appeal the decision to a Donation Committee comprised of
44 one (1) person appointed by the Union, one (1) person appointed by the
45 Department and a neutral person chosen by the other two (2) appointees.
46 The Union and the Department will exchange lists of pre-approved

1 committee appointees. The neutral shall be chosen from the City's trained
2 panel of mediators. The committee shall meet with the employee or the
3 employee's designee if the employee is unable to attend for good cause
4 and the employee's immediate supervisor or the supervisor's designee if
5 the supervisor is unable to attend for good cause to hear arguments from
6 both individuals pertaining to the request and rejection. The committee
7 shall consider the FMLA criteria as the standard for review of the issue.
8 The committee shall issue a decision on the matter to both parties. The
9 maximum utilization allowed for an employee shall be determined by the
10 committee.
11

12 6.4.3 If the committee rejects the employee's request, the employee may
13 appeal the committee's decision to the employee's division manager or
14 the manager's designee. The designee may not be the employee's
15 immediate supervisor or the department's appointee on the committee.
16 The manager or the designee shall issue a decision on the matter that
17 shall be final and binding. There shall be no further administrative review
18 of the matter, and the issue may not be appealed through this
19 Agreement's Grievance Procedure.
20

21 6.4.4 The employee collecting the hours shall be compensated four (4)
22 hours City time.
23

24 6.4.5 City-wide vacation and sick leave donations will require CAO
25 approval. The employee collecting the hours will be compensated four (4)
26 hours City time.
27

28 **6.5 Bereavement Leave**

29

30 6.5.1 As for death in the immediate family, the immediate family for this
31 purpose shall include the Employee's spouse, children, parents, parents-
32 in-law, grandparents, brother and sister, grandchildren and sons and
33 daughters in law. If travel over 500 miles (one way from Albuquerque) is
34 required for a death or illness in the immediate family, one (1) additional
35 leave day may be granted. Employees may elect to use accrued vacation
36 leave instead of sick leave for "emergency leave;" however, they shall still
37 be subject to the conditions of using "emergency leave."
38

39 **6.6 Family and Medical Leave Act (FMLA)**

40

41 6.6.1 Family leave will be provided in accordance with the Family Medical
42 Leave Act. The City will notify the Union in writing of any changes to its
43 policy regarding this type of leave. An Employee may choose to use paid
44 vacation leave prior to using paid sick leave when the Employee has been
45 approved for Family and Medical Leave provided this option is not
46 prohibited by law.

6.6.2 Maternity leave will be administered in accordance with the provisions of the Family Medical Leave Act.

7. RECOGNIZED HOLIDAYS

7.1 Paid Holidays

7.1.1 Legal holiday: Legal holidays for the employees of this unit are as follows:

New Years Day	January 1st
Martin Luther King's Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veterans Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
The Day After Thanksgiving	Fourth Friday in November
Christmas Day	December 25 th
Employee Birthday	Employee Date of Birth

7.2 Holiday Pay

7.2.1 An Employee may, during the month of December, for the following year, specify in writing to the department head which of the holidays the Employee wishes to take on days other than the dates designated above.

7.2.2 Employees shall receive holiday pay at straight time at their hourly rate of pay for eight (8) hours, for all holidays not worked. In the event that an Employee is required to work on a holiday and does not exercise an option to take a floating holiday, the employee shall be paid holiday pay at the rate mentioned above plus time and one half for all hours worked.

7.2.3 Employees who are required to work on a holiday may designate that holiday a floating holiday. If the Employees elect to exercise this option, they will work the designated legal holiday at straight time pay and may opt to receive either time and one-half off duty or time and one-half pay.

8. MILITARY LEAVE

8.1 Members of Organized Reserve Units

1 8.1.1 Military Leave of Absence: Employees who are members of the
2 National Guard, Air National Guard or any organized reserve unit of the
3 Armed Forces of the United States, including the Public Health Services,
4 are granted:

5
6 8.1.1.1 The equivalent of fifteen (15) 8-hour work days of paid
7 military leave per calendar year. This leave, while normally used for
8 annual training purposes, may also be used for pre-deployment training or
9 active duty service and or

10
11 8.1.1.2 The equivalent of an additional fifteen (15) 8-hour work
12 days of paid military leave per calendar year if the employee is mobilized
13 to active duty by the President of the United States in support of
14 operations overseas, in defense of our nation, or in response to national
15 disasters, or in response to an emergency declared by the Governor of
16 New Mexico. This additional leave may be used for pre-deployment
17 training or active duty service.

18
19 8.1.2 The maximum paid military leave is 240 hours per calendar year for
20 employees, who are members of organized reserve units, regardless of
21 the purpose for which that paid military leave is used.

22
23 8.1.3 Employees whose military commitment requires leave time in
24 excess of that granted above may elect to: (1) be placed into unpaid
25 military leave of absence status; or (2) to use accrued vacation leave, in
26 whole or in part, during their period of military leave. When an employee
27 has used all available paid military leave and paid vacation leave, that
28 employee will be placed into unpaid military leave of absence status for
29 the balance of their military leave period.

30 31 **8.2 Vacation and Sick Leave Accruals While in Military Active Duty** 32 **Status:**

33
34 8.2.1 Employees mobilized to active duty by the President of the United
35 States on or after September 12, 2001 in support of operations overseas,
36 in defense of our nation, or in response to national disasters will continue
37 to accrue vacation and sick leave at the same accrual rate as if the
38 employee was not on active military duty during all periods of active
39 military duty, regardless of whether the military leave of absence is paid or
40 unpaid.

41
42 8.2.2 This accrual shall continue while the employee is in active military
43 duty status and until the employee returns to City employment, or until the
44 employee notifies the City of their resignation from City employment or
45 their intention not to return to City employment at the end of their active
46 military duty, whichever date is earlier.

1
2 8.2.3 Any vacation or sick leave accrual allowed to an employee in
3 active military duty status between September 12, 2001 and October 1,
4 2004 may not be converted to cash upon the completion of that person's
5 City employment.
6

7 **8.3 Health Insurance Benefits While in Military Active Duty Status:** 8

9 8.3.1 For employees mobilized to active duty by the President of the
10 United States on or after September 12, 2001 in support of operations
11 overseas, in defense of our nation, or in response to national disasters,
12 the City shall continue to pay the employer portion of health insurance
13 premiums for that employee to the same extent as if that employee were
14 not on active military duty status.
15

16 8.3.2 The employee in active military duty status must continue to timely
17 make payment of the employee portion of health insurance premiums to
18 the same extent as if that employee were not on active military duty
19 status. Failure to do so will result in termination of health insurance
20 coverage. It is the obligation of the employee on active military duty status
21 to notify the Benefits Division of the Human Services Department how the
22 payments will be made.
23

24 8.3.3 Provided the employee is and remains current on all required
25 employee contributions to health insurance premiums, the City shall
26 continue to pay the employer portion of health insurance premiums while
27 the employee is in active military duty status and until the employee
28 returns to City employment, or until the employee notifies the City of their
29 resignation from City employment or their intention not to return to City
30 employment at the end of their active military duty, whichever date is
31 earlier
32

33 **8.4 Members of Unorganized Reserve Units** 34

35 8.4.1 Employees who are members of unorganized reserve
36 components, as sanctioned by the State of New Mexico, or the Federal
37 government, are granted:
38

39 8.4.1.1 The equivalent of fifteen (15) 8-hour work days of paid
40 military leave per calendar year. This leave is for the purpose of attending
41 organized courses of instruction or training; and or
42

43 8.4.1.2 The equivalent of fifteen (15) 8-hour work days of paid
44 military leave per calendar year if the employee is mobilized to active duty
45 by the President of the United States in support of operations overseas, in
46 defense of our nation, or in response to national disasters, or in response

1 to an emergency declared by the Governor of New Mexico. This leave
2 may be used only for active duty service.
3

4 8.4.2 The maximum paid military leave is 240 hours per calendar year
5 for employees who are members of unorganized reserve units, regardless
6 of the purpose for which that paid military leave is used.
7

8 8.4.3 Employees whose military commitment requires leave time in
9 excess of that granted above may elect to: (1) be placed into unpaid
10 military leave of absence status; or (2) to use accrued vacation leave, in
11 whole or in part, during their period of military leave. When an employee
12 has used all available paid military leave and paid vacation leave, that
13 employee will be placed into unpaid military leave of absence status for
14 the balance of their military leave period.
15

16 **8.5 General Provisions**

17

18 8.5.1 In no case shall the hours of paid military leave in a calendar year
19 exceed the maximum number of hours provided above, even though the
20 maximum number of hours is calculated by reference to "work days".
21

22 8.5.2 All military leave pay is paid at the employee's straight-time rate of
23 pay.
24

25 8.5.3 Employees working on a part-time basis will be granted paid
26 military leave on a prorated basis.
27

28 **8.6 Transition Provision**

29

30 8.6.1 Any employee who has received paid military leave prior to
31 October 1, 2007 in excess of the maximum amount allowable in any
32 calendar year under the terms of this Agreement shall not be required to
33 reimburse the City for the excess.
34

35 **9. OTHER LEAVE WITH PAY**

36

37 **9.1 Requests for Paid Leave**

38

39 9.1.1 As a benefit of employment with the City of Albuquerque, leave with
40 pay is available for the following reasons: vacation, sickness, injury,
41 emergencies, City business, jury duty, voting, annual military services and
42 education and leave with pay taken in conjunction with the F.M.L.A. policy.
43

44 9.1.2 Leave with pay may be granted to elected Union Officials to attend
45 meetings where the good of the City's services is involved, as determined
46 by the Director of Employee Relations.

1
2 9.1.3 All requests for leave will be submitted for approval on the City
3 Form P-30 and shall have any necessary documentation attached.
4 Employees desiring to be absent from duty before the necessary forms
5 have been submitted and approved must request approval from the
6 supervisors on duty within a reasonable time prior to the start of their shift.
7

8 9.1.4 Leave with pay may be authorized for an Employee to attend an
9 official meeting where the good of the City services is involved or to
10 conduct the City's business at a location other than the Employee's
11 normal work site. Leave with pay will also be granted to Employees where
12 their participation is necessary for official City investigations and for court
13 appearances where the Employee's attendance is required on behalf of
14 the City.
15

16 **9.2 Birthday Leave – This section intentionally left blank**
17

18 **9.3 Blood Donation Leave – This section intentionally left blank**
19

20 **9.4 Managerial Leave – This section intentionally left blank**
21

22 **9.5 Administrative Leave – This section intentionally left blank**
23

24 **9.6 Hardship Leave – This section intentionally left blank**
25

26 **9.7 Jury Duty – This section intentionally left blank**
27

28 **9.8 Physical Examinations**
29

30 9.8.1 Each employee may utilize one-half (1/2) day paid for the purpose
31 of undergoing a physical examination. The leave shall not be deducted
32 from the employee's accumulated paid leave. Medical documentation by
33 the employee will be required.
34

35 **9.9 Leave to Vote**
36

37 9.9.1 Employees who are registered electors shall be granted two (2)
38 hours with pay between the opening and closing of the polls to vote on
39 election days. Department heads must grant this time off for voting if
40 requested by Employees registered to vote.
41

42 9.9.2 This Article will be administered in accordance with applicable state
43 law.
44

45 **9.10 Definition for Leaves of Absence – This section intentionally left**
46 **blank**

1
2 **10. LEAVE WITHOUT PAY/ LEAVES OF ABSENCE**
3

4 **10.1 Absence Without Authorized Leave – This section intentionally left**
5 **blank**
6

7 **10.2 Leave Without Pay**
8

9 10.2.1 All requests for leave without pay require approval of the
10 Department Head or the Department Head's designee. Any request for
11 leave without pay for two (2) weeks or more requires approval of the Chief
12 Administrative Officer.
13

14 10.2.2 An Employee may be granted leave without pay for a period not to
15 exceed one (1) year as a result of sickness or disability when certified by a
16 medical doctor or to run for non-City office.
17

18 10.2.3 Leave without pay may be granted for the purpose of attending
19 schools or courses when it is clearly demonstrated that the subject matter
20 is directly job related or for the purpose of preparing for a career with the
21 City service. Training provided by technical, vocational trade schools and
22 colleges approved by Veterans Administration will be accepted by the City
23 under this subsection.
24

25 10.2.4 Sufficient leave of absence without pay may be granted a
26 permanent Employee to enable him to hold a non-City public office to
27 which he has been elected or appointed.
28

29 10.2.5 Union officials will be granted one (1) year leave without pay upon
30 request of the Union for the purpose of performing full-time duties for the
31 Union. Such leave will be renewed yearly upon request of the Union.
32

33 10.2.6 Union officers may be granted time off from their normal duties
34 without pay to attend conventions, conferences, seminars and Union
35 meetings. If such leave is approved, the Employee may utilize
36 accumulated vacation time and/or compensatory time.
37

38 **10.3 Leave of Absence – This section intentionally left blank**
39

40 **11. WORK WEEK**
41

42 **11.1 FLSA Non-Exempt Employees**
43

44 11.1.1 An Employee's normal work week shall be forty (40) hours per
45 week, eight (8) hours per day, five (5) consecutive days, of eight (8)
46 consecutive hours per week, except for employees presently working ten

(10) hours per day, four (4) consecutive days of ten (10) consecutive hours per week.

11.2 FLSA Exempt Employees – This section intentionally left blank

12. WORK HOURS

12.1 Work Hours, Scheduling

12.1.1 Employees working eight (8) or ten (10) hour shifts shall be granted a meal period with pay of thirty (30) minutes. Should a disruption occur, which requires the immediate attention of the Employee, the Employee will respond to the disruption and shall later be allowed to resume his/her meal period.

12.1.2 A meal period with pay of up to thirty (30) minutes shall be granted to Employees required to work more than two (2) hours beyond the regular shift. Should a disruption occur which requires the immediate attention of the Employee during the Employee's meal period, the Employee will respond to the disruption and shall later be allowed to resume the meal period. An Employee who is not provided the opportunity to take a thirty (30) minute meal period shall receive overtime pay for the thirty (30) minutes.

12.1.3 Normally, Employees will be allowed to take their fifteen (15) minute rest breaks during each half shift within the second and third hour of each shift. Rest periods may not be accumulated or normally postponed. Should a disruption occur which requires the immediate attention of the Employee during his/her rest period, the Employee will respond to the disruption and shall later be allowed to resume the rest period. An Employee who is not provided an opportunity to take a fifteen (15) minute break shall receive overtime pay for the fifteen (15) minutes.

12.1.4 No Employee will be required to work a split shift.

12.1.5 No Employee shall be required to work two (2) complete consecutive shifts without an eight (8) hour period off work following the two (2) consecutive shifts worked except in declared emergencies.

12.1.6 Declared Emergency: A declared emergency is defined as a turn of events which endangers the health and safety of the public and/or Employee. Such an emergency must be declared by the Department Director before each emergency in writing and shall be posted in a conspicuous place.

12.2 Stand-By Time

12.2.1 Employees who are required to carry a pager but are not otherwise restricted in their movements are "on call." Employees who are notified to remain available by telephone for immediate response are "subject to call." Employees who are required to remain at work site after their regular shift or who are called from off-duty status to report to work are "called to duty."

12.2.2 Employees who are "subject to call" shall be credited with one (1) hour compensatory time or for one-half the time the Employee is subject to call, whichever is greater. An Employee who is notified that the Employee is subject to call, and had not been told to report or relieved of subject to call status within four (4) hours, will call to verify the Employee's continued status. Employees who fail to verify their status after four (4) hours will be limited to two (2) hours compensatory time.

12.2.3 Employees who are "called to duty" shall be compensated for time worked. Employees who are "called to duty" from off-duty status shall be compensated for one (1) hour travel time.

12.3 Permanent Change in Work Hours

12.3.1 A permanent change in work hours shall require at least fourteen (14) calendar days notice to the affected Employee. A permanent change in work hours is defined as a change of thirty (30) calendar days or more on a work assignment.

12.3.2 In calculating days notice under this section the day on which notice is given shall not be counted.

12.4 Other Work Hour Provisions

12.4.1 It is recognized that it is the Employee's responsibility to maintain the Employee's equipment in a clean and sanitary condition. Sufficient time will be allotted to perform these duties.

13. WORK ASSIGNMENTS

13.1 Working Outside Classification – This section intentionally left blank

13.2 Light Duty/ Modified Work Assignments

13.2.1 The Employer shall make reasonable efforts to provide Employees covered by this Agreement with opportunities for returning to work on Light-Duty assignments due to temporary medical restrictions while recovering from work related injury or illness.

1
2 13.2.1.1 An Employee requesting an early return to work in Light-
3 Duty assignment may request such an assignment with
4 accompanying medical recommendations.
5

6 13.2.1.2 An Employee who returns to work on Light Duty
7 assignment shall be paid no less than their last salary.
8

9 13.2.2 The A.O.A. and the Employer will identify Light Duty posts.
10

11 13.2.3 Should the City officially adopt a program for off-the-job injuries
12 over and above the current sick leave policy, the Union will be afforded the
13 opportunity to negotiate on this issue.
14

15 **13.3 Dead Animal Pickup** 16

17 13.3.1 Animal Services Officers will not be required to pick up dead
18 animals. However, when an Officer responds to an injured animal call and
19 finds the animal has just died and has not started to decompose, the
20 Officer will pick up the fresh carcass and bag same into a plastic refuse
21 bag provided by the City for immediate transport to the appropriate
22 location. Animal Services Officers will be issued protective gear to avoid
23 contamination of their uniforms while picking up dead animals.
24

25 13.3.2 Upon request of the Union representatives, the Employee
26 Relations Department and the Animal Welfare Department will meet to
27 improve the effectiveness and efficiency of this effort and to explore
28 alternative methods of providing this service to the public.
29

30 **14. SENIORITY** 31

32 **14.1 Seniority Determination** 33

34 14.1.1 Seniority for the purpose of this Agreement is defined as follows
35 unless otherwise specifically provided for in other Articles of this
36 Agreement.
37

38 14.1.1.1 The length of continuous service with the City of
39 Albuquerque as a full-time permanent Employee obtained in the
40 Employee's present department. Continuous service shall not be
41 interrupted if the Employee was on approved leave of absence.
42

43 14.1.1.2 Employees who voluntarily transfer out of the bargaining
44 unit to accept other positions within City government may return to
45 their former position within thirty (30) days, if their former position
46 remains open without any loss of seniority.

1
2 14.1.2 The Employer shall prepare and maintain a seniority list as defined
3 in this section for Employees in the bargaining unit. This list shall include
4 the Employee's name, the Employee's classification and seniority date. A
5 master seniority roster will be developed for each department. This will be
6 posted in a secure area and updated as changes occur. Copies of the
7 seniority roster will be made available to the Union upon request.
8

9 14.1.3 If the City decides to merge any or all JSO (5Z84A) Employees as
10 one (1) Unit or Department, the determining factor for seniority will be the
11 date of hire in the JSO (5Z84A) series.
12

13 15. BIDDING and VACANCIES

14

15 **15.1 Shift Bidding**

16

17 15.1.1 City security employees will be allowed to bid semi-annually for
18 facility assignments, shift assignments, days off and voluntary overtime, in
19 seniority order, in the Employee's classification. APD Transport and
20 Transit employees shall be allowed to bid semi-annually for shift
21 assignments, days off, and voluntary overtime in seniority order, in the
22 employee's classification. Animal welfare employees will be allowed to
23 bid semi-annually for area assignments, shift assignments, days off and
24 voluntary overtime, in seniority order, in the employee's classification.
25 While every effort will be made to accommodate an Employee's choice of
26 facility assignment, or area assignment, the City has the right to
27 temporarily or permanently reassign an Employee to a facility other than
28 the one bid when justifiable cause such as the efficiency of the City
29 service for reassignment exists, in the opinion of the Department Director
30 or the Director's designee. Bidding will be conducted in the month of April
31 to take effect in May, and in October to take effect in November.
32

33 15.1.2 Each time an assignment becomes open, it will be posted as
34 vacancy for reassignment as soon as reasonably practicable.
35

36 15.1.3 Full-time bargaining unit position vacancies shall be posted and
37 offered first to full-time Employees based on seniority.
38

39 15.1.4 Local 1888 President may appoint up to two (2) Employees from
40 within each department to assist in the development and administration of
41 the bidding process. One (1) Employee will be paid by the department and
42 one (1) Employee will be paid by Local 1888. The Union President will
43 identify in writing to the department which Employee the Union will pay.
44

45 15.1.5 It is recognized that specific minimum staffing patterns are
46 required. Should the above bidding process fail to provide the staffing

1 pattern required, reassignments which will meet those requirements will
2 be made in reverse seniority order. Once the minimum staffing pattern
3 requirements have been met, the Employee or Employees who were
4 reassigned will have the right to return to their original bid in seniority
5 order. The Union will be given five (5) days advance notice prior to
6 reassignment.

7
8 15.1.6 The bidding process will be accomplished over a period up to five
9 (5) calendar days. This period may be extended by mutual agreement.

10
11 15.1.7 The parties agree to work together to develop a more efficient
12 bidding process to include bidding for vacation.

13
14 15.1.8 A shift supervisor may permit Employees to mutually agree to
15 exchange bidded slots for hardship reasons. The City and the Union must
16 agree.

17 18 **15.2 Shift Exchanges**

19
20 15.2.1 Each department will implement a program providing for the
21 exchange of shifts in the same work units. Employees of equal rank and
22 like qualifications may exchange shifts by notifying, in advance of the work
23 shift, the supervisor designated by the department. The Officer who
24 accepts the responsibility of working another Officer's shift shall do so in
25 writing. In the event an Employee reports off for any reason, the Employee
26 who agreed to work that Employee's shift shall be docked at the rate of
27 time and one-half. The trading of time on holidays shall be allowed. Any
28 exchange of shift agreement shall normally be approved twenty-four (24)
29 hours before the agreement is to be implemented. It is understood that
30 this agreement is solely for trading of shifts and is not intended to change
31 the work week cycle. Nor shall any Employee be removed from this
32 program for any reason other than failing to report for a shift exchange.
33 Employees failing to report for a shift exchange shall not be allowed to
34 participate in the program for sixty (60) days. If the Employee fails for a
35 second time, that Employee shall be excluded for six (6) months. A third
36 failure excludes the Employee for one (1) year.

37
38 15.2.2 Each department shall maintain rules and regulations that
39 implement the provisions of this section to meet Department and
40 Employee needs. Uses of shift exchange include but are not limited to the
41 following:

42
43 15.2.2.1 Vacation

44
45 15.2.2.2 Representing the department in Special Events
46

15.2.2.3 Emergency

15.2.2.4 Personal Leave

15.2.2.5 Union Business

15.2.3 It is understood that the exchange of shift agreements require approval of the supervisor designated by the department.

15.2.4 Employees may not exchange a shift for monetary payment under any circumstances.

16. UNIFORMS, WORK DRESS

16.1 The first badge will be provided by the City at the City's expense. Any misuse of the badge may lead to disciplinary action being taken against the individual who misused his/her badge. Any lost badges will be replaced by the City and the Employee will incur the replacement cost. Badges will remain the property of the City and will be retained by the City in the event of separation of service. Upon retirement, the City will present the Employee with his/her badge.

16.2 Any changes to the Uniform Policy will be done in accordance with this Contract.

17. OCCUPATIONAL HEALTH and SAFETY

17.1 Safe and Healthy Working Conditions

17.1.1 Safety is an integral part of the responsibilities of every manager, supervisor and Employee. Safety management exists to assist managers, supervisors and Employees in better performance of their duties.

17.1.1.1 Employees shall comply with such rules, regulations and practices as may be prescribed for the conduct of Employees in order to provide safe, sanitary and healthful working conditions.

17.1.2 For all Employees covered by this Agreement, the Employer shall:

17.1.2.1 Provide safe and healthy working conditions and practices.

17.1.2.2 Provide safe, healthy and clean work sites and grounds.

17.1.2.3 Provide a safe and secure area for Employee meal and break periods.

1
2 17.1.2.4 Maintain in safe working condition all City-owned motor
3 vehicles, tools and equipment
4

5 17.1.3 When the security and safety of staff or public is questionable, the
6 two person concept shall be used per Policy and Procedures/SOP.
7

8 17.1.3.1 The City and management must use its best efforts to
9 provide a safe work environment. A.O.A. and the department heads
10 will work in conjunction to create a safe work environment.
11

12 17.1.3.2 City Security Only: The City shall ensure that officers
13 working special events of two (2) people or more shall be posted a
14 minimum of one-half (1/2) hour prior to the event and a minimum of
15 one-half (1/2) hour post event.
16

17 17.1.4 Union-Management Safety/Security Committees.
18

19 17.1.4.1 It is the responsibility of all bargaining unit members,
20 officials of the Union and managers to contribute to a healthful and
21 safe working environment. In the furtherance of this policy, a joint
22 Union/Management Safety/Security Committee will be established
23 in every department to review safety issues and make
24 recommendations for improvement to the Department Director.
25

26 17.1.4.2 Security is included in this section only as it relates to
27 safety. Members of the Safety/Security Committees will meet at
28 least once per month during working hours without loss of pay. If
29 issues arise requiring immediate attention, the parties may agree to
30 meet on a more frequent basis. If minutes of the committee
31 meetings are kept, such minutes shall be made available to all
32 committee members. Overtime shall not be authorized for
33 committee meetings. Compensatory time and flex-time for
34 committee members may be utilized
35

36 17.1.4.3 Each committee will be composed of two (2) Employees
37 selected by the Union President and two (2) Employees selected by
38 management. The parties may agree to expand membership of
39 these committees on a case by case basis to adequately address
40 issues of concern.
41

42 17.1.4.4 The Safety Committee will not initiate or recommend
43 disciplinary action.
44

45 17.1.4.5 Each committee will adopt guidelines governing the focus
46 of its review.

1
2 17.1.4.6 Concerns regarding the effectiveness of Safety
3 Committees may be addressed at the department level or through
4 the Employee Relations Department.
5

6 **17.2 Ambulance Service**
7

8 17.2.1 Ambulance service, as determined by the paramedic called to the
9 scene, shall be requested to take on-duty injured employees to a local
10 hospital at the expense of the City.
11

12 **17.3 Injury Time**
13

14 17.3.1 Time off for injuries in the performance of duty shall be granted in
15 accordance with the provisions of the Merit System Ordinance, applicable
16 administrative instructions and applicable personnel rules and regulations.
17

18 17.3.2 Injured or disabled Employees will be accommodated in
19 accordance with the law that is applicable at the time an employee utilizes
20 Workers' Compensation.
21

22 17.3.3 When an Employee is injured in the line of duty and if the
23 Employee's doctor states that the Employee may/may not work light duty
24 and the City Department of Employee Health disagrees, the City and the
25 Employee's doctor will agree on an independent medical examiner at the
26 City's expense. The opinion of the physician performing the independent
27 medical evaluation will control, and the City will make every attempt to
28 place the employee in a light duty position consistent with the findings of
29 the independent medical evaluation.
30

31 17.3.4 After exhausting injury leave benefits, Employees may be eligible
32 to receive donated vacation and sick leave in accordance with the
33 Personnel Rules and Regulations.
34

35 17.3.5 The Union agrees to have two (2) Officers serve on the Mayor's
36 task force on changes to injury time, should a task force be created.
37

38 **17.4 Inoculation and Immunization**
39

40 17.4.1 Employees, while on duty, who are exposed to a contagious
41 disease will receive any necessary inoculation and immunizations for
42 himself/herself and his/her family at the City's expense.
43

44 17.4.2 The City will take appropriate measures, as determined by the City
45 Occupational Health and Safety Division to protect Employees from
46 contagious diseases.

1
2 **18. TRAINING, EDUCATION, LICENSURE and CERTIFICATION**
3

4 **18.1 In-Service Training and Education**
5

6 18.1.1 Management will provide Employee training as necessary to
7 maintain job skills and certification requirements subject to the availability
8 of services.
9

10 18.1.2 Specialized training for bargaining unit Employees will be posted
11 for seven (7) calendar days and read in briefing. Copies will be provided to
12 the Union President/designee. Selection will be determined on the job
13 performance, experience, qualifications and fitness. Where all are equal,
14 seniority shall be the deciding factor.
15

16 18.1.3 Upon request of the Union, the Union and the City shall meet to
17 identify areas where additional training will benefit Employees and the
18 City.
19

20 **18.2 Educational Leave**
21

22 18.2.1 Educational Leave shall be granted in accordance with the City's
23 personnel Rules and Regulations.
24

25 **19. POSITION DESCRIPTIONS and SPECIFICATIONS**
26

27 **19.1 Position Specifications**
28

29 19.1.1 The official job description for any position will be maintained by
30 the Human Resources Department. The Union and the Employee or the
31 Employee alone may review the job description for the position the
32 Employee holds.
33

34 19.1.2 The Union will be given the opportunity to provide written input to
35 the Human Resources Department, requesting existing job descriptions,
36 changes to job descriptions and new job descriptions.
37

38 19.1.3 Upon request of the Union President or designee, the Union will be
39 provided a copy of job descriptions for positions within their bargaining
40 unit.
41

42 **20. PROMOTIONAL PROCEDURES and POLICIES**
43

44 **20.1 Vacancies**
45

1 20.1.1 Qualified Employees within the bargaining unit will be given first
2 consideration for filling a vacancy within the bargaining unit, promotions
3 within the bargaining unit, transfer or assignment within the bargaining
4 unit.
5

6 20.1.2 The Employer agrees that when there is a vacancy within a
7 division which could allow an Employee assigned to that unit a
8 promotional opportunity, a notice of such vacancy will be posted on the
9 appropriate bulletin boards for a period of seven (7) days. The Union
10 President will be supplied copies of all circulars.
11

12 20.1.5 The City and the Union will notify and encourage bargaining unit
13 Employees to participate in Career Counseling Programs through the
14 City's Office of Career Development. The Union President will be given
15 written notice of career counseling programs as they become available.
16

17 **20.2 Temporary Upgrades**

18

19 20.2.1 Temporary upgrades are voluntary assignments. Employees who
20 are temporarily upgraded must be qualified, perform the duties and
21 assume the responsibilities of the position.
22

23 20.2.2 Bargaining unit Employees who are temporarily upgraded to
24 supervisory positions are responsible for the documentation of Employee
25 actions which could lead to disciplinary action but will not be required to
26 initiate disciplinary action. Employee action which requires immediate
27 disciplinary action will be initiated by the next level of management
28 personnel on duty.
29

30 20.2.3 The City agrees to discourage frequent assignment of Employees
31 below their regular classification and agrees not to lower an Employee's
32 pay on temporary assignment to lower classifications.
33

34 20.2.5 Temporary upgrades will be documented by the City.
35

36 20.2.6 Every six (6) months the Employer will post a sign-up sheet to
37 allow the Employees to sign up to volunteer for temporary upgrades.
38

39 **21. PERFORMANCE EVALUATIONS and APPRAISALS**

40

41 21.1 The parties recognize that department directors may choose to
42 implement a systematic performance evaluation system at the level of the
43 department, division, work unit or by Employee classification. For an
44 Employee to be evaluated, performance evaluations will be conducted by
45 the supervisor(s) for all subordinates assigned to the Employee's charge
46 at least annually, but not more than biannually. No evaluation will be made

1 of any Employee by the employee's immediate supervisor(s) until that
2 Employee has served under the supervisor(s) for at least three (3)
3 months. When this is not possible, evaluations shall be conducted in
4 conjunction with previous supervisor(s) when possible.
5

6 21.2 At the Employee's request, negative performance evaluations shall
7 be reviewed up to the department head who may modify, rescind or affirm
8 the evaluation in question. Upon request, the employee shall receive a
9 copy of the evaluation upon signing the document.
10

11 21.3 Any deficiencies noted in the performance evaluation shall call for a
12 meeting between the supervisor and the Employee in which the
13 deficiencies and possible corrective action are discussed. The Employee
14 may write down their disagreement with noted deficiencies and have it
15 included with the performance evaluation.
16

17 21.4 Evaluations should not include ratings solely reflecting a lack of
18 specialized training normally provided by the City, but not made available
19 to the Employee.
20

21 22. PERSONNEL FILES and RECORDS

22

23 **22.1 Employee Records**

24

25 22.1.1 A copy of any material pertaining to an Employee's performance or
26 to disciplinary actions to be placed in the employee's personnel files must
27 be presented to the Employee for signature and review.
28

29 22.1.2 By arranging an appointment in advance, Employees shall be
30 allowed to review the contents of their departmental personnel file during
31 normal working hours (8:00 am to 5:00 pm). Reasonable requests for
32 copies or documents in the file shall be honored and reasonable charges
33 made for such copies.
34

35 22.1.3 Only the personnel file kept in the Human Resources department
36 will be used for interdepartmental interviews.
37

38 22.1.4 Employees shall have the right to submit written responses to all
39 derogatory documents placed in their Human Resources or departmental
40 file within each department. Such written responses will be placed in the
41 appropriate file. Derogatory material may be purged from the Employee's
42 departmental file at the department head's discretion.
43

44 22.1.5 Human Resources Departmental files are a permanent record of
45 an Employee's performance with the City of Albuquerque. Such files will
46 not be purged. However, Employees who have been cleared of any

1 charges shall not have reference of any of these charges included in their
2 permanent personnel file.

3
4 22.1.6 It is hereby recognized that, upon written notification by the
5 Employee, the Union will be allowed to view his/her file.

6
7 22.1.7 The Union President or designee may request to meet with the
8 department director to mediate disputes concerning purging of derogatory
9 material from Departmental personnel files.

10 11 23. CONDITIONS of EMPLOYMENT

12 13 **23.1 Drug Testing**

14
15 23.1.1 The City and the Union agree that establishing a drug free
16 workplace is a priority that requires the cooperation of the parties. To that
17 end, the parties will meet with the Substance Abuse Policy Review Board,
18 Human Resources, Risk Management and the Legal Department to
19 discuss problems and possible changes to the current testing procedures.
20 The City will provide necessary training to employees regarding drug
21 testing policies and procedures. The Union will be given the opportunity to
22 provide input to improve the effectiveness of Employee training efforts.

23
24 23.1.2 The City will comply with all applicable Federal, State and City
25 laws.

26 27 24. DISCIPLINE and INVESTIGATIONS

28 29 **24.1 Disciplinary Actions**

30
31 24.1.1 A pre-determination hearing shall be convened to determine the
32 facts regarding allegations against an Employee which may result in
33 disciplinary action other than a verbal warning, oral counseling, a letter of
34 instruction or a letter of advisement/caution. The Employee shall have
35 reasonable notice, but not less than four (4) days notice, of the scheduled
36 pre-determination hearing. A pre-determination hearing notice shall list the
37 charges against the Employee and will include all discovery against the
38 Employee. The City shall assure Union access to the Policies and
39 Procedures Manual for the purpose of representing an Employee with a
40 pending pre-determination hearing. Within ninety-six (96) hours of the pre-
41 determination hearing, the Employee will be allowed an opportunity to
42 review all evidence against the Employee. If an Employee is ordered to
43 prepare a written document that describes an incident that eventually
44 leads to an investigation of the Employee's behavior, the Employee, upon
45 request, shall be provided a copy of the letter. The letter shall be provided

1 to the Employee before the Employee is required to submit a written
2 answer to any charges filed against the Employee by the Department.
3

4 24.1.2 When notifying the Employee of the charges against the
5 Employee, it is recognized that the Employee has the right to Union
6 representation. Written notification of investigation will be initiated within
7 ten employee workdays (10) days of the commission, omission or
8 discovery of the act that precipitated the charges and the investigation. In
9 cases where extensive investigation is required, disciplinary action will not
10 be initiated until the facts have been established.
11

12 24.1.3 In the event disciplinary action is taken against an Employee other
13 than the issuance of an oral warning, the employer shall promptly furnish
14 the Employee in writing a clear and concise statement of the reasons
15 therefore.
16

17 24.1.4 Nothing in this section shall prevent the Employer from disciplining
18 or discharging Employees for just cause.
19

20 24.1.5 When disciplinary action is to be imposed, progressive discipline
21 will be considered when it appears that the merits of the case would lend
22 itself to this procedure.
23

24 24.1.6 When possible, criticism of Employees and management will be in
25 private, away from the public and other Employees.
26

27 24.1.7 An Employee may propose in writing to management a level of
28 discipline the Employee will accept for an offense prior to management
29 imposing disciplinary action. If management accepts the discipline
30 proposed by the Employee, the issue will be considered settled and the
31 action will not be grieved.
32

33 **24.2 Investigations** 34

35 24.2.1 The parties agree that investigations of disciplinary actions shall be
36 conducted in a manner that affords the Employees involved an
37 environment that is conducive to problem solving. Union concerns over
38 investigations may be initially addressed to the Department Director.
39

40 24.2.2 The Employee shall have the right to have Union representation
41 during the investigative, pre-determination and grievance process. The
42 parties agree investigations should be completed as quickly as possible.
43 For Security and Animal Services Employees, the investigation shall
44 normally be concluded within a fifteen (15) workday period. The City may
45 extend the investigation beyond the fifteen (15) workday periods provided
46 the City has a compelling reason(s) for the extension. The reason may

1 include, but will not necessarily be limited to, a homicide, riot, narcotics
2 violation or an excessive force case. At any time during the investigation,
3 the Union and/or the affected Employee may request a status report on
4 the investigation. The request shall not be denied.
5

6 24.2.3 Honest Employee and witness testimony is a central ingredient to
7 the establishment and maintenance of an internal investigation process
8 that is characterized as one that has integrity, efficiency and fairness.
9 Each Employee or witness shall be free from inappropriate interrogatories
10 during any investigation. Each Employee shall provide information that is
11 truthful during an investigation.
12

13 25. GRIEVANCE and APPEAL PROCEDURES

14

15 **25.1 Grievance Procedure**

16

17 25.1.1 Nothing in this Agreement shall prevent any Employee from
18 instituting or pursuing any grievance in his/her behalf without the
19 assistance of the Union. The City and the Union agree to work together to
20 make efforts to resolve grievances at the lowest level. The Union must be
21 notified at the filing of all grievances by the Employee.
22

23 25.1.2 The aggrieved Employee may have representation at any time or
24 step in the grievance procedure of disciplinary action.
25

26 25.1.3 As a condition of employment, Employees are required to appear
27 as witnesses in grievance hearings when requested by the aggrieved
28 Employee or by the City. Requests for the appearance of witnesses will be
29 made through the Department of Employee Relations. Any Employee
30 called as a witness during working hours shall be paid at the Employee's
31 regular rate. The Employee will be required to return to work when he/she
32 is no longer needed as a witness. Employees called as witnesses during
33 time off shall be paid at straight time for the time spent at the hearing by
34 whichever party is requiring the Employee to appear.
35

36 **25.2 Grievance Steps**

37

38 25.2.1 A grievance shall be defined as an alleged violation of the
39 Agreement.
40

41 25.2.2 Prior to filing a written grievance, an Employee shall informally
42 discuss the grievance with the Department Director or the Director's
43 designee.
44

1 25.2.3 A grievance shall be considered null and void if the grievance is
2 not filed in writing at Step One within ten (10) workdays after the act,
3 commission or omission that generated the grievance occurred.
4

5 25.2.4 Step One: If the Employee is not satisfied with the results of the
6 informal meeting, the Employee may file a written grievance with the
7 Department Director no later than ten (10) workdays after the act,
8 commission or omission that generated the grievance occurred. The
9 Department Director or the Director's designee will submit a written
10 response to the grievance to the Employee and the Employee Relations
11 Director no later than ten (10) workdays after the Department Director
12 received the grievance. The Department Director shall also send a copy of
13 the response to the Union.
14

15 25.2.5 Step Two: If the Employee is not satisfied with the Department
16 Director's written grievance response, the Employee may appeal the
17 grievance in writing to the Employee Relations Director no later than ten
18 (10) working days after receiving the Director's written response. The
19 Employee shall submit a copy of the appeal to the Union and then to the
20 Employee Relations Director. The Employee Relations Director shall
21 convene a meeting to discuss the grievance within fifteen (15) workdays
22 after receiving the grievance. The Employee may have a Union
23 representative attend the meeting and the Department Director may be
24 represented by a person of the Department Director's choice. No later
25 than ten (10) workdays after the close of the meeting, the Employee
26 Relations Director shall issue a written finding to the Employee, the Union
27 and the Department Director.
28

29 25.2.6 If the Union and the Employee are not satisfied with the Employee
30 Relations Director's written finding, the Union may appeal the grievance to
31 the City's Labor-Management Relations Board within thirty (30) days after
32 receipt of the findings.
33

34 25.2.7 The time limits set forth herein shall be considered maximums.
35 The parties may only extend the time limits by executing a written
36 extension. If a grievance is not filed or appealed by the Employee or Union
37 in a timely manner, the grievance shall be considered null and void. If the
38 City does not respond to a grievance in a timely manner, the grievance
39 shall automatically be appealed to the next step.
40

41 26. EMPLOYEE REIMBURSEMENTS

42

43 **26.1 Per Diem and Mileage Reimbursements – This section intentionally**
44 **left blank**

45
46 **26.2 Other Employee Reimbursements**

1
2 26.2.1 Health aids damaged in the line of duty will be repaired or replaced
3 by the City. Replacement of health aids shall be of equal construction for
4 those items damaged or broken.
5

6 26.2.2 Employees' watches damaged in the line of duty will be
7 reimbursed for such damage up to a maximum of forty dollars (\$40.00)
8 receipt and incident report required.
9

10 **27. EMPLOYEE LIABILITY COVERAGE**

11 12 **27.1 Legal Protection/ Civil Actions**

13
14 27.1.1 Should an Officer be sued in a civil action for any allegations
15 arising out of the course and scope of the Officer's employment, the
16 Officer will be provided a defense and indemnity from liability pursuant to
17 the requirements of the New Mexico Tort Claims Act, Section 41-4-1 et.
18 Seq. NMSA 1978, as amended, and in accordance with any applicable
19 joint powers agreement.
20

21 **27.2 Legal Protection/ Criminal Actions**

22
23 27.2.1 It is understood by the parties that it is against public policy to
24 defend an Officer in a criminal suit once the Officer is indicted for a
25 criminal act.
26

27 27.2.2 The Union and the Employee Relations Department will meet and
28 confer to evaluate possible methods to provide a defense to Employees
29 who are charged by citizens with misdemeanor criminal complaints filed
30 for actions taken in the course and scope of their employment.
31

32 **27.3 Employee Liability Coverage/ General Provisions**

33
34 27.3.1 For purpose of this section and Agreement, the phrase "course
35 and scope of employment" means the lawful acts which an Officer is
36 requested, required or authorized to perform by the City.
37

38 27.3.2 Nothing herein shall bar the use in court of case law and common
39 law in the resolution of any dispute arising out of an interpretation of the
40 New Mexico Tort Claims Act 41-4-1 et. Seq. NMSA 1978.
41

42 27.3.3 It is understood by the parties that a breach of this Agreement
43 shall not, in itself, cause the City to be liable for any punitive damages
44 arising out of any suit to which the Officer is a party.
45

46 **28. EMPLOYEE ASSISTANCE PROGRAMS**

28.1 Employee Assistance Program – This section intentionally left blank

28.2 Critical Incident Stress Debriefing

28.2.1 Employees who, during the performance of the duties, are seized, detained by force, threatened or are victims of significant battery will be referred to the Employee Assistance Program for evaluation to determine if the Employee can perform the essential functions of the job. If determined that the employee cannot return to duty, the Employee will remain on injury time until the employee has been released to return to duty. It is the intent of this section to ensure adequate care and treatment as well as uninterrupted pay for Employees involved in work related injuries.

28.2.2 In the event that critical stress incidents including, but not limited to, work peer suicide or work related death of a co-worker occurs, Employees will be referred to the Employee Assistance Program for counseling. These counseling sessions will be kept confidential. The Employer shall provide employees appropriate and adequate critical incident stress debriefing (hereinafter referred to as "CISD") through the E.A.P.

28.2.3 The City will notify the Union President or the President's designee of any serious incident such as a riot, an assault and battery on an employee or a hostage situation that affects an Employee. This commitment shall not be interpreted or implemented in a manner that limits the ability of the City effectively address and resolve the incident. Failure by the City to notify the President of the incident may be initially grieved to the Director of Employee Relations.

28.3 Burial and Funeral Expenses

28.3.1 The City agrees to defray funeral and burial expenses of any Employee killed under honorable circumstances in the line of duty to a maximum of nine thousand dollars (\$9,000.00).

29. EMPLOYEE VEHICLE USAGE – This section intentionally left blank

30. EMPLOYEE/ EMPLOYER PROVIDED TRANSPORTATION – This section intentionally left blank

31. FIREARMS

31.1 Firearms Operating Procedures

1 31.1.1 Departments will establish firearms operating procedures and
2 provide training for those employees required to carry firearms. Existing
3 departmental firearms operating and training procedures will be reviewed
4 by the City Legal Department.
5

6 **31.2 Firearms Qualification**

7

8 31.2.1 The City will schedule practice time for each Employee issued a
9 firearm. Sufficient ammunition will be provided at no cost to the Employee.
10

11 31.2.2 Firearms qualifications shall be conducted in accordance with the
12 New Mexico Law Enforcement Academy Guidelines.
13

14 31.2.3 An Employee who fails to qualify on the Employee's first attempt
15 shall be permitted a second opportunity to qualify in accordance with
16 Department Regulations and Procedures.
17

18 **32. CITY PROVIDED EQUIPMENT and TOOLS**

19

20 **32.1 Storage of City Equipment**

21

22 32.1.1 Storage that provides a reasonable amount of security will be
23 provided for City equipment and Employees will not be required to take
24 equipment home except when the Employee is on standby status.
25

26 32.1.2 Employees who are to take City equipment home will be held
27 responsible for its maintenance and care and replacement in the event it is
28 damaged or lost. A policy addressing the storage of weapons will be
29 established by the department.
30

31 **32.2 Clothing Allowance**

32

33 32.2.1 Each Employee shall receive a clothing and personal properties
34 allowance of six hundred dollars (\$600.00) per year to be paid at the rate
35 of fifty dollars (\$50.00) per month on the first payday of each month.
36 Payments may be prorated on a pay period basis, twenty-six (26) equal
37 payments per year.
38

39 **33. EMPLOYEE INCENTIVE PROGRAMS**

40

41 **33.1 Employee Recognition Program**

42

43 33.1.1 Committees may be established within each department in
44 accordance with Article 57 of this Agreement to review and recommend
45 improvements to existing Employee incentive programs and to propose
46 new programs that will benefit both the City and the Employees.

1
2 33.1.2 If these programs are implemented, awards shall be consistent
3 with the provisions detailed in Section 404 of the City's Personnel
4 Regulations.
5

6 **33.2 Sick Leave Incentive Program**
7

8 33.2.1 Employees who utilize zero (0) hours of sick leave over six (6)
9 consecutive months will be awarded one (1) day of leave in accordance
10 with Council Resolution R-445.
11

12 **34. EMPLOYEE PAYROLL DEDUCTIONS**
13

14 **35. LAYOFF/ REDUCTION IN FORCE and RECALL**
15

16 **35.1 Layoff and Reduction in Force Procedures**
17

18 35.1.1 When it is necessary to have a reduction in force, Employees will
19 be laid off in reverse order of seniority within their department.
20

21 35.1.2 In the event of layoff, an Employee will retain seniority in any
22 classification held within this bargaining unit and will be allowed to apply
23 the total length of continuous service within this bargaining unit towards
24 seniority.
25

26 35.1.3 An Employee identified for layoff will be given at least fifteen (15)
27 working days notice.
28

29 35.1.4 The City will provide for Union input prior to any layoff.
30

31 35.1.5 An Employee who is laid off has the responsibility of keeping the
32 City informed as to correct mailing address. An Employee laid off due to a
33 reduction in force will be called back to work in his/her seniority order
34 according to the following procedure:
35

36 35.1.5.1 The City will advise the Employee to be recalled by
37 certified or register US Mail. A copy of such recall notice shall be
38 furnished to the Union.
39

40 35.1.5.2 An Employee upon receiving notice of recall will, within
41 ten (10) working days after receipt of the recall notice, acknowledge
42 receipt by certified or registered mail advising the Personnel
43 Director of the date he/she will be available for service, which
44 available date must not be later than thirty (30) calendar days from
45 the date the Employee receives the recall notice unless there are
46 extenuating circumstances.

1
2 35.1.5.3 Employees failing to comply with this section will forfeit
3 their recall rights. Failure to report following the receipt of the recall
4 will be considered an automatic resignation. It is understood that
5 the City will have discharged its obligation of notification to laid off
6 Employees by having forwarded the recall notice as herein outlined.
7

8 35.1.6 No new Employees will be hired into the bargaining unit until all
9 laid off qualified Employees have been given an opportunity to return to
10 work.
11

12 35.1.7 Bidding on vacancies while on Layoff-Forced Assignment:
13 Employee who are assigned to a lower grade as a result of reduction in
14 the work force may bid for positions of a higher grade and pay. Should the
15 position bid for carry a grade and pay higher than the forced assignment
16 but lower than the position from which the Employee was initially
17 downgraded, the Employee will retain the recall rights to the Employee's
18 initial position. Should the Employee, while on forced grade and pay than
19 his initial position and the Employee accepts the position, the Employee
20 will relinquish all recall rights to the initial position held prior to the forced
21 assignment.
22

23 36. RESIGNATION and RETIREMENT

24 25 **36.1 Resignation – This section intentionally left blank**

26 27 **36.2 Retirement**

28
29 36.2.1 Employees should plan to begin processing for retirement at least
30 six (6) months before the projected date of retirement. Assistance may be
31 obtained through the Human Resources Department.
32

33 36.2.2 Employees may convert one hundred percent (100%) of their sick
34 and vacation leave accumulations to cash payment at time of retirement.
35

36 37. RULES and REGULATIONS

37
38 37.1 The Employer hereby agrees that any changes to Rules and
39 Regulations within each department shall not be in direct conflict with
40 Local 1888's existing contract.
41

42 37.2 The Employer agrees to notify Local 1888 in advance and in writing
43 of any proposed changes to Rules and Regulations for review purposes,
44 and to provide input.
45

46 38. PRIVATIZATION and CONTRACTING OUT

1
2 **38.1 Contracting for Services**
3

4 38.1.1 The City agrees that prior to contracting or sub-contracting out
5 bargaining unit positions that the Union will be allowed input on such
6 action and will be given adequate notice.
7

8 **39. STRIKES and LOCKOUTS – This section intentionally left blank**
9

10 **40. GENERAL ADMINISTRATIVE PROVISIONS**
11

12 **40.1 Non-Discrimination**
13

14 40.1.1 The Employer and the Union agree that the provisions of this
15 Agreement shall be applied equally to all Employees in compliance with
16 applicable law against discrimination as to age, race, creed, color, religion,
17 national origin, sex, condition of disability, sexual orientation, marital
18 status, veteran status or political affiliation.
19

20 40.1.2 The Employer and the Union agree with the rights of Employees to
21 become or not to become Union members. There shall be no
22 discrimination, interference, restraint or coercion by the Union or the
23 Employer regarding any employee's decision to affiliate or not to affiliate
24 with the collective bargaining Union.
25

26 40.1.3 The Union recognizes its responsibility as the bargaining agent
27 and agrees to represent all employees in the bargaining unit without
28 discrimination, interference, restraint or coercion.
29

30 **40.2 Memoranda of Understanding (MOU)**
31

32 40.2.1 The signatures of the Union President and the Director of
33 Employee Relations, as exclusive representatives on Memorandums of
34 Understanding, shall be binding on the parties.
35

36 **40.3 Complete Agreement /Zipper Clause**
37

38 40.3.1 The parties agree that this is the complete and only Agreement
39 between the parties. Each party has negotiated on all issues identified for
40 negotiations and such negotiations have led to this Agreement. No
41 additional negotiations will be conducted on any item, whether contained
42 herein or not, except by mutual agreement of the parties. This Agreement
43 replaces any and all previous agreements between the parties.
44

45 40.3.2 The parties acknowledge that during the negotiations which
46 resulted in this Agreement, each had the unlimited right and opportunity to

1 make demands and proposals with respect to all proper subjects of
2 collective bargaining and that all such subjects have been discussed and
3 negotiated upon and the agreements contained in this Agreement were
4 arrived at after the free exercise of such rights and opportunities;
5 therefore, the Employer and the Union, for the life of this agreement, each
6 voluntarily and unqualifiedly waives the right and each agrees that the
7 other shall not be obligated to bargain collectively, but could if mutually
8 agreed, with respect to any subject matter not specifically referred to or
9 covered in this Agreement, even though such subject or matter may not
10 have been within the knowledge or contemplation of either or both of the
11 parties at the time they negotiated or signed this Agreement.
12

13 40.3.3 Furthermore, it is understood and agreed that Employees have
14 only those contractual rights specifically granted to them by the specific
15 language of this Agreement. Neither the Union nor the Employees have
16 any implied or inferred contractual rights. The Union shall be the exclusive
17 representative for those contractual rights.
18

19 **40.4 Savings Clause**

20
21 40.4.1 Should any part of this Agreement or any provisions contained
22 herein be declared invalid by any tribunal of competent jurisdiction, the
23 validity of the remaining portions shall not be affected.
24

25 40.4.2 Should this occur the parties will immediately meet to negotiate a
26 suitable provision to replace the provision held invalid.
27

28 **40.5 Term of Agreement**

29
30 40.5.1 The terms and conditions of this Agreement shall continue in full
31 force and effect commencing at 12:01 am, _____ and
32 terminating at 12:00 midnight June 30, 2010.
33

34 40.5.2 If neither party to this Agreement requests the opening of
35 negotiations as provided in the City's Labor-Management Relations
36 Ordinance, this Agreement and the conditions herein shall continue in
37 effect for year to year.
38

39 40.5.3 This agreement is enacted in accordance with the provisions of the
40 Labor-Management Relations Ordinance, § 3.2.18 R.O. 2002.
41
42
43
44
45
46

1
2
3 APPENDIX A
4

5 The City and AFSCME Local 1888 agree to re-format the Collective Bargaining
6 Agreement in accordance with the Agreement format proposed by the City.
7

8 I either party identifies a provision(s) incorporated in the 2006 - 2008 Agreement
9 that has not been incorporated in the new format or has been incorrectly written
10 into the new format, the parties agree to correct the error(s).
11

12 This commitments will exist during negotiations for a successor Agreement and
13 after a tentative Agreement has been ratified.
14
15
16
17
18

1
2 **IN WITNESS WHEREOF**, the parties have entered their names and affixed the
3 signatures of their authorized representatives on this 25th day of
4 September, 2008.
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6
7 CITY OF ALBUQUERQUE

AFSCME

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12 By: Martin J. Chavez, Mayor
13 City of Albuquerque
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21 By: Rick Walker, President
22 AFSCME Local 1888
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24 Form Reviewed by Legal Department

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29 By: Robert White
30 City Attorney
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(Seal)

City Clerk